

JAMES E. GANZER (CSB #99293)
GANZER & WILLIAMS
1617 St. Mark's Plaza, Suite A
Post Office Box 7683
Stockton, California 95267
Telephone: (209) 476-1661
Facsimile: (209) 476-1674

Atorneys for Defendant
Central Valley Construction Engineering, Inc.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES, For the Use of
RENTAL SOLUTIONS, LLC,
Plaintiff,
v.
CENTRAL VALLEY CONSTRUCTION,
INC.; TPA-CKY JOINT VENTURE,
CKY, INC., TAN PHUNG &
ASSOCIATES, AMERICAN
CONTRACTORS INDEMNITY
COMPANY, and DOES 1 through 20,
inclusive,
Defendants.

) Case No. C-07-4929 JL
) CENTRAL VALLEY CONSTRUCTION
ENGINEERING, INC.'S ANSWER TO
COMPLAINT
) Complaint Filed: September 21, 2007
Trial Date: None Set

Central Valley Construction Engineering, Inc., formerly Central Valley Construction, Inc. and sued as Central Valley Construction, Inc. (“CVC”), for its answer to the complaint of Rental Solutions, LLC, admits, denies and alleges as follows:

1. Admit.
 2. Admit.
 3. Deny. Lack of sufficient information or belief.
 4. Defendant Central Valley Construction, Inc. no longer exists as it did during the

1 time of the events complained of, and it now is a California corporation named Central Valley
2 Construction Engineering, Inc.

3 5. Deny. Lack of sufficient information or belief.
4

5 6. Deny. Lack of sufficient information or belief.
6

7 7. Admit based upon information or belief.
8

9 8. Admit based upon information or belief.
10

11 9. Deny. Lack of sufficient information or belief.
12

13 10. Admit.
14

15 11. Deny. Lack of sufficient information or belief.
16

17 12. Admit.
18

19 13. Admit.
20

21 14. Deny that \$41,629.75 is owed.
22

23 15. Deny. Lack of sufficient information or belief.
24

25 16. Deny only the amount owing as being incorrect.
26

27 17. Wherefore, CVC requests the court award judgment to plaintiff according to
proof. As for attorney's fees, CVC has no information or belief sufficient to enable it to
determine whether plaintiff is entitled to attorney's fees. Further, plaintiff is not entitled to both
pre-judgment interest and late charges.
28

18. CVC realleges and incorporates by reference its responses to Paragraphs 1
through 17, inclusive.

19. Admit.
20

21. Admit.
22

23 21. Admit only that CVC owes plaintiff \$4,554.00.
24

22. Admit that CVC owes plaintiff \$4,554.00 and denies that it owes plaintiff
\$46,183.75.

23. Deny. Lack of sufficient information or belief.

24. Wherefore, CVC requests the court award judgment to plaintiff according to proof. As for attorney's fees, CVC has no information or belief to enable it to determine whether plaintiff is entitled to attorney's fees. Further, plaintiff is not entitled to both pre-judgment interest and late charges.

25. CVC realleges and incorporates by reference its responses to Paragraphs 1 through 24, inclusive.

26. Deny.

27. Wherefore, CVC requests the court award judgment to plaintiff according to proof. As for attorney's fees, CVC has no information or belief to enable it to determine whether plaintiff is entitled to attorney's fees. Further, plaintiff is not entitled to both pre-judgment interest and late charges.

FIRST AFFIRMATIVE DEFENSE

Plaintiff has not given CVC all of the credits to which it is entitled.

DATED: February 15, 2008

JAMES E. GANZER
GANZER & WILLIAMS

By: /s/ JAMES E. GANZER
Attorney for Defendant
Central Valley Construction
Engineering, Inc.

J73:cyc.rentalsol.answer